

March 10, 1999

Recording Department
Surface Transportation Board
1925 K. Street NW, Suite 700
Washington, D.C. 20423

RECORDATION NO. 18256-H

FILED

SEP 7 '99

2-30 PM

BOMBARDIER
CAPITAL

NorRail, Inc.
308 12th Avenue South
Buffalo, MN 55313 United States
Telephone 1(612) 557-0215
Fax 1(612) 682-2452
<http://www.capital.bombardier.com>



Dear Sir or Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) originals of an Assignment and Assumption Agreement dated as of September 1, 1998, a secondary document as defined in the Board's Rules for Recordation of Documents.

The names and addresses of the parties to the enclosed documents are:

Assignee: NorRail, Inc.
308 - 12th Avenue South
Buffalo, MN 55313
Phone: 612-557-0215

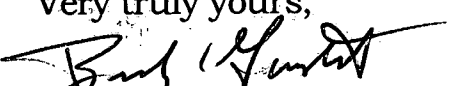
Assignor: Norwest Equipment Finance, Inc.
Investors Building, Suite 300
733 Marquette Avenue
Minneapolis, MN 55479
Phone: 612-667-9876

The enclosed Assignment and Assumption Agreement covers the ten (10) Bulkhead Gondola Railcars bearing reporting marks and numbers BVR046013, 046014, 046020, 046031, 046037, 046050, 046081, 046084, 046089 and 046129 which were previously marked PLE 046013, 046014, 046020, 046031, 046037, 046050, 046081, 046084, 046089 and 046129.

The Railcars are subject to the lease schedule recorded as Recordation No. 18256-B on September 14, 1993 and the Assignment recorded as Recordation No. 18256-C on September 14, 1993.

Enclosed is our check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee. Kindly return one (1) stamped copy of the enclosed document to the undersigned. If you have any questions or require any further information in connection with this filing, please contact the undersigned at 612-684-5305.

Very truly yours,


Bradley C. Gunstad
Vice President & General Counsel
Enclosures

FORMS/STB.NW

ASSIGNMENT AND ASSUMPTION AGREEMENT

SEP 7 '99

2-30 PM

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of September 1, 1998, by NorRail, Inc. (herein referred to as "NorRail") and Norwest Equipment Finance, Inc. (herein referred to as "NEFI").

WHEREAS, pursuant to a certain Assignment Agreement (the "Original Assignment Agreement") dated August 20, 1993 between NorRail, as assignor and NEFI, as assignee, NorRail assigned to NEFI Schedule No. 2 to a Master Lease Agreement, dated as of May 25, 1993 (the "Assigned Schedule") between NorRail and Brandywine Valley Railroad Company which Assigned Schedule covers 10 Bulkhead Gondola Railcars with car numbers BVRV 46013, 46014, 46020, 46031, 46037, 46050, 46081, 46084, 46089 and 46129 (the "Equipment"); and,

WHEREAS, pursuant to the terms of that certain Agreement to Repurchase entered into between NorRail and NEFI on August 30, 1993 (the "Repurchase Agreement"), NorRail has repurchased the Equipment from NEFI; and,

WHEREAS, pursuant to the Repurchase Agreement, NEFI has agreed to assign the Assigned Schedule back to NorRail in connection with the repurchase of the Equipment by NorRail.

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Assignment. NEFI hereby sells, assigns, transfers, and conveys to NorRail all of NEFI's right, title, and interest in and to the Assigned Schedule with respect to periods on and after September 1, 1998 (the "Effective Date").
2. Assumption. NorRail hereby accepts the foregoing assignment, and with respect to periods from and after the Effective Date, hereby consents that it shall be a party to the Assigned Schedule, and NorRail hereby assumes all of NEFI's obligations under the Assigned Schedule, from and after the Effective Date.
3. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.
4. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents, and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment Agreement and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered on the day and year first above written.

ASSIGNOR:

NORWEST EQUIPMENT FINANCE, INC.

By

Its

ASSIGNEE:

NORRAIL, INC.

By

Its

Bradley C. Gunstad

Vice President & General Counsel

STATE OF MINNESOTA

COUNTY OF WRIGHT,

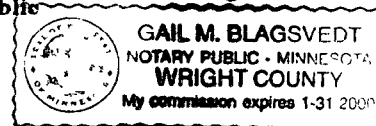
TO WIT:

On this 21st day of Dec, 1998 before me personally appeared, Bradley C. Gunstad, to me personally known, who being by me duly sworn, says that he is the Vice President and General Counsel of NorRail, Inc. a Minnesota Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My commission expires 1-31-2000

Notary Public



STATE OF MINNESOTA

COUNTY OF HENNEPIN

TO WIT:

On this 21st day of December, 1998 before me personally appeared, Timothy A. Appleyet, to me personally known, who being by me duly sworn, says that he is the AVP of Norwest Equipment Finance, Inc, that said instrument was signed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

(Notarial Seal)

My commission expires 1/31/2000

Notary Public

